

#### MASTER AGREEMENT CONTRACT

**DATE:** 1/5/2021

ADVANTAGE CONTRACT #: 18P 20122100000000000061

CONTRACTED COMMODITY: Reflective License Plate Sheeting

**START DATE:** 1/5/2021 **END DATE:** 12/31/2023

Following the initial term of the contract, the Department, at their discretion, may opt to renew the contract for up

to two (2) extension periods of three (3) years each.

This Master Agreement Contract is the direct results of RFP # 202001014

This Contract, is between the following Department of the State of Maine and Provider:

#### State of Maine DEPARTMENT

**Department of Administrative and Financial Services** 

Address: 9 State House Station, Burton Cross Office Building

City: Augusta State: ME Zip Code: 04333-0009

### **PROVIDER**

3M Co

Address: PO Box 33225

City: St. Paul State: MN Zip Code: 55133-3225

Provider's Vendor Customer #: VC1000000029

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Administrative and Financial Services

3M Co

-DocuSianed by:

Jaime C. Schore
-606437754DD0459...

Jaime C. Schorr, Chief Procurement Officer

Date 1/5/2021

DocuSigned by:

Maria Paraschou

--6AD23CB46D77413...

Maria Paraschou, Proposal and Contract Manager Date 1/5/2021

Service Contract (SC) rev. April 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

## **ACRONYMS/DEFINITIONS:**

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS		
Agreement Administrator	Contract Administrator	
Contract	Formal and legal binding agreement	
Department	Department of Administrative and Financial services	
Provider	Organization providing services under this Contract	
State	State of Maine	

#### DEPARTMENT AND PROVIDER POINT OF CONTACTS

Agreement Administrator: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: Marc Theberge

Email: Marc.Theberge@maine.gov

Telephone: 207-624-9007

Provider Contact: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Joy Stahosky

Email: jlstahosky@mmm.com Telephone: 651-737-4471

## **RIDERS**

V	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
$\boxtimes$	Rider A – Scope of Services
$\boxtimes$	Rider B – Terms and Conditions
	Rider C - Exceptions
$\boxtimes$	Rider D – 3M Technical Support Response Plan
$\boxtimes$	Rider E – List of 3M Stocked Parts
$\boxtimes$	Rider F – Sheeting Contracted Prices
$\boxtimes$	Rider G – Identification of Country in Which Contracted Work will be Performed
$\boxtimes$	Rider H – Cover Page and Debarment Form
$\boxtimes$	Rider I – Equipment Bailment Agreement and Attachment One

# RIDER A SCOPE OF SERVICES

I. Provider will furnish the various reflective license plate sheetings with either liquid or dry roll inks for the state of Maine, Bureau of Motor Vehicles (BMV) which includes plain white and several specialty passenger (PC) sheeting designs as well as motorcycle sheeting of various designs, product support and ongoing license plate graphic design services to aid in the plate designs for current and any future plate designs.

The cost for the various sheeting types and designs are covered in Rider F.

- II. The Provider will supply state-of-the-art application equipment and component materials at no charge, as a fundamental component of a totally integrated license plate system. Equipment Matched Component System to include: Component license plate sheeting applicator and electronic roll feed equipment and component materials (sheeting, thinner, liquid roll coat inks and optionally dry roll coat inks).
- III. The Provider shall provide a sheeting applicator and electronic roll feed to the State of Maine under an Equipment Bailment Agreement.
- **IV.** Provider will deliver expert installation service and on-site technical service within 48 hours at no charge and provide immediate toll-free call-in technical service. See Rider D, 3M Technical Support Response Plan.
- **V.** Provider will perform next day delivery of stocked equipment parts and provide a detailed list of parts. See Rider E for list of stocked parts.
- **VI.** Provider will deliver sheeting rolls on pallets with nine (9) rolls of passenger sheeting and twelve (12) rolls of motorcycle sheeting per layer, up to three (3) layers.
- **VII.** Provider will warrant the plates produced from the manufacturer's sheeting by posting a Performance Bond of \$500,000, acceptable to the department, for the duration of the initial contract term and any extensions offered.
- **VIII.** Provider shall certify that all license plate sheetings and roll coat inks purchased by the state are covered by the sheeting manufacturer and are ISO 9001-2015 certified. Documentation for shipments must be presented upon request.
- IX. Technological Improvements: The Provider may, with BMV's approval, incorporate technological improvements that better optimize the license plate production process and/or license plate performance. This includes, but is not limited to, the type of sheeting, ink, materials and equipment as mutually agreed upon between the Provider and BMV. Provider will keep Maine informed of new technology ideas, product performance enhancements and materials handling improvements.

# RIDER B TERMS AND CONDITIONS

- 1. <u>INVOICES AND PAYMENT</u>: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
- 2. <u>BENEFITS AND DEDUCTIONS</u>. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
- 3. <u>INDEPENDENT CAPACITY</u>. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- 4. <u>DEPARTMENT'S REPRESENTATIVE</u>. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
- 5. <u>CHANGES IN THE WORK</u>. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
- 6. <u>SUB-AGREEMENTS</u>. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
- 7. <u>SUBLETTING</u>, <u>ASSIGNMENT OR TRANSFER</u>. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
- 8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees

#### as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 9. <u>EMPLOYMENT AND PERSONNEL.</u> The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction

- shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
- 10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
- 12. <u>TERMINATION</u>. (a)The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
- 13. <u>GOVERNMENTAL REQUIREMENTS</u>. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
- 14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The

Provider consents to personal jurisdiction in the State of Maine.

- 15. <u>STATE HELD HARMLESS</u>. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- 16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
- 17. <u>APPROVAL.</u> This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 18. <u>INSURANCE.</u> The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- 19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
- 20. <u>SEVERABILITY</u>. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 21. <u>ORDER OF PRECEDENCE</u>. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

Rider C Exceptions
Rider B Terms and Conditions
Rider A Scope of Work
Payment Rider
Rider D Included at Department's Discretion
Rider E Included at Department's Discretion

Rider F Included at Department's Discretion
Rider G Identification of Country in which contracted work will be performed
Business Associate Agreement included at Department's Discretion
Other Included at Department's Discretion

- 22. <u>FORCE MAJEURE</u>. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
- 23. <u>SET-OFF RIGHTS.</u> The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
- 24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties <u>unless</u> expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
- 25. <u>AMENDMENT:</u> No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
- 26. <u>DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:</u> By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
  - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.

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- ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

#### RIDER D

#### 3M TECHNICAL SUPPORT RESPONSE PLAN

All technical service calls are directed to 3M's dedicated Technical Support Center. The 3M Technical Support Center receives calls from the State to answer questions regarding 3M's reflective license plate sheeting, equipment, and related services. The Technical Support Center is responsible for ensuring that all issues are handled consistently, escalated appropriately, and tracked thoroughly. Provider will continue to be a technical resource and continue the technical services provided in the past on some equipment owned by the state. See Bailment agreement for list of provider owned equipment.

- The standard process to report a problem is to call the 3M Technical Support Center. The 3M Technical Support Center is designed to be a central focal point and repository for all customer contact and problem resolution. 3M Technical Support Center employees have experience with reflective license plate sheeting and equipment. If a problem or question cannot be resolved at that level, the 3M Technical Support Center staff member has direct access to the necessary resources to solve the problem. This team is responsible for managing concerns/issues effectively and in a timely fashion. To contact the 3M Technical Support Center, call 1-877-777-3571 and follow the prompts.
- 3M provides service maintenance on an annual basis. 3M defines standard response times based on the level of severity from 1 to 4, with Severity 1 being the most critical (i.e., production down) and Severity 4 being the least critical (i.e., system is functional with minor impact). Our response time for a Severity 1 is one hour for an initial response. For a Severity 4, the standard response time is two business days. Our standards ensure all issues are handled consistently, escalated appropriately, and tracked so that all calls and responses are available for root cause and trend analysis and review. Below is the detailed Technical Support Response Plan.

## **Technical Support Response Plan**

	Steps to Resolution	Severity 1, Production Down	Severity 2-4
1.		• •	Call 3M Technical Support Center (1- 877-777-3571)
2.	3M contacts customer	Within one hour following initial call to 3M Technical Support Center	From four hours to two days following initial call to 3M Technical Support Center.
3.	Analyze problem	3M engineer analyzes the problem and corrects it remotely if possible.	3M Engineer analyzes the problem and corrects it remotely if possible.
4.	Send in-stock replacement parts*	Shipped overnight.	Shipped in two (2) to four (4) days.
5.	Parts need to be ordered and sent	Shipped overnight.	Shipped in two (2) to four (4) days

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	Steps to Resolution	Severity 1, Production Down	Severity 2-4
6.	Installation of parts	3M provides telephone support to personnel during installation of the spare part(s).	3M provides telephone support to personnel during installation of the spare part(s).
7.	If parts replacement fails - resolution plan	A resolution plan is communicated within one business day of initial call to the 3M Technical Support Center.	A resolution plan is communicated within one business day of initial call to the 3M Technical Support Center.
8.	Software defect verified; workaround	If a workaround is available, it is implemented within one business day of the initial call to the 3M Technical Support Center.	If a workaround is available, it is implemented within one to three business days of the initial call to the 3M Technical Support Center.
9.	Software defect fixed; solution installed	If no workaround is available, a solution is found and installed within two business days of initial call to the 3M Technical Support Center.	If no workaround is available, a solution is found and installed with the next scheduled release.
10.	3M engineer travels onsite	If telephone support and remote service is deemed unsuccessful by 3M, 3M support personnel travel to the site within two business days.	If telephone support and remote service is deemed unsuccessful by 3M, 3M technical support personnel travel to the site within three to five business days.

<sup>\*3</sup>M maintains an inventory of stocked replacement parts for all installed equipment in St Paul, MN. The spare parts include bearings, motors, rollers, belts, springs, fuses, cables, circuit boards, sensors, air chucks, filters, etc. for the DLP printer, RHU, and Cooling System. If there is an item Maine requests and 3M does not cover it above and it is not part of the contract, 3M will provide a time and materials proposal to fix the issue.

<sup>\*\*</sup> Any service not included in the Technical Support Plan will be charged on a time (\$225 per hour) and materials basis. 3M is not responsible for the cost of service or parts to repair equipment that is damaged due to negligence or from outside of recommended use.

RIDER E
LIST OF 3M STOCKED PARTS

Loc	3M Part #	<u>Description</u>
Laminator Assembly		
C1 S1	12-2955-0772-2	DC Motor 90VDC 1/2HP Nema 56
C1 S2	12-2955-0770-6	Limit Switch with leads
C1 S2	12-2955-0787-0	Fiber Optic Interface - (Ref. BM-12-3163-0142-8)
C1 S2	12-2955-0819-1	Knob Roller Chain RS 35 10
C1 S2	78-8241-3317-3	ft/3.048m
C1 S2	12-7997-7882-9	Connecting Link, SpringClip for #35 Chain
C1 S2		60B Tensioner
C1 S3	12-2955-0771-4	Idler Sprocket 102 1/2 Bore
C1 S3	12-2955-0773-0	Sprocket for Roller-Chain, 35BS24
C1 S3	12-2955-0774-8	Female to Male elbow 1/8 NPT Brass
C1 S3	12-2955-0822-5	Flow control F10B
C1 S3	12-2955-0775-5	Male Connector
C1 S3	12-2955-0776-3	Swivel Elbow Connector 1/4 OD tube
C1 S3		Swivel Elbow Connector 1/8 OD tube
C1 S3	12-2955-0821-7	Pressure Switch 0-150 PSI Range
C1 S3	no # available	"Porex " Silencer 1/8 NPT
C1 S3	12-2955-0777-1	Manifold, 6 ports for 1/4 tube OD
C1 S3		Sprocket for Roller Chain
C1 S4	12-2955-0779-7	Numatic Solenoid Valve- double 1/8 NPTF
C1 S4	12-2955-0778-9	Numatic Solenoid Valve-single 1/8 NPTF
C1 S4	12-2955-0782-1	Plug with 6 ft cord for item 71 & 73
C1 S4	26-1003-5015-1	Regulator 0-120 psi 1/8 NPT Ports
C1 S4	12-2955-0780-5	Gauge #GRP 95 227 0-160 psi G10844
C1 S4	12-2955-0783-9	Regulator 0-30 psig op.1/8 NPT Ports <i>Modified</i>
C1 S4	12 2000 0100-0	Mounting Bracket GRP-95- 754
C1 S4	PS417B	new mount replaces GRP-95- 754
C1 S4	6405107	Metal ring washer for new mount
3.3.	0.00.0.	

		PressureGauge 0-30 psi 1 1/2
C1 S4	12-2955-0784-7	" 1/8 NPT
C1 S4		Regulator bracket adaptor plate
Infeed Assembly		
C1 S5	B-12-3163-0006-5	Roller Set
C1 S5	A-12-3163-0007-3	Nut Plate
C1 S5	A-12-3163-0008-1	Screw
C1 S5	A-12-3163-0011-5	Nut
C1 S5	12-2955-0766-4	Bearing bronze bushing, Oilite
C1 S5		Spring #93
C1 S5	A-12-3163-0012-3	Spacer
C1 S5	12-2955-0765-6	Bearing, DW5 FS428
C1 S5	A-12-3163-0013-1	Handle
C1 S5		Spherical washer for 3/8 bolt 2P/Pkg
C1 S5	12-2955-0785-4	Enclosure Lock - Cylinder Lock Kit
C1 S5	C-12-3163-0114-7	Laminator Thread-Up Plaque diagram
<b>Guard Assembly</b>		
C1 S6	26-1012-1913-2	Safety Clips
C1 S6	26-1012-1911-6	Gas Spring Ball Stud
C1 S6	26-1012-1912-4	Gas Spring, Ball Socket End Fitting
C1 S6	12-2955-0786-2	Gas Spring 90 Lb. Extended Force
C1 S6		Bushing, Thomson Nyliner
C1 S6		Collar 2 piece clamping 3/4" bore
C1-S6	12-3163-0018-0	Cam Boston 2SC75 (Modified)
C1 S6	B-12-3163-0006-7	Wear plate infeed Reducer Right Angle Worm
C2-S1	12-2955-0781-3	Gear Speed TMQ 1133-10- 56C
C2-S1		Differential, Dynamic DD-1A, refurbished
<b>Gusset Assembly</b>		
C2 S2	12-2955-0769-8	Brg. 1ID x 1.25 OD 3/4 Lg. AA1212-6 (1620-08)
C2 S2		Cylinder, Stainless
C2-S2	12-2955-0768-0	Brg. 1ID x 1.25 OD 1/2 Lg. AA1212-7 (1620-12)
C2 S2		Bearing Rod End
C2 S2	12-2955-0760-7	Self Aligning Bearing
Laminating Idler Assen	nbly	
C2 S2		Flow Control In Line

C2 S2		Union Tee
C2 S2	12-2955-0759-9	Ball Bearings 7616 DL
C2 S2	12-2955-0767-2	Frame bearing
Alignment Bar Assemb		· · · · · · · · · · · · · · · · · · ·
C2 S2		Sprocket 35JA35
C2 S2		Bushing 1" bore
Arm Assembly		
C2 S3	A-12-3163-0023-0	Spacer
C2 S3	A-12-3163-0024-8	Guide Roller Unwind Guide Roller Unwind - Complete Retaining Ring, Internal,
C2 S3	N5001-137	Bowed, for
C2 S3	N5000-137	Retaining Ring, Internal for 1.375
C2 S3		Ball Bearings, Radial Collar, Clamping, Steel -for
C2 S3		5/8 shaft, 1 piece
C2 S3		Collar, Clamping, for 1" shaft, 1 piece
C2 S3		Trantorque Bushing - 1" Bore- for ARM ASSY ONLY
C2 S3		Air Cylinder, Dbl Acting, Rear Pivot; 6" Stroke, W/Bumpers
C2 S3		Piston Rod Clevis, 3/8 Dia. Pin, 7/16-20 THD
C2 S3		Jam Nut (7/16-20) .25 Width
C2 S3	B-12-3163-0090-9	Wear Plate Out Feed
Unwind Spindle Assem	nbly	
C2 S4	12-2955-0761-5	Ret. Ring, Ext. for 1 5/8 Dia Shaft
C2 S4	B-12-3163-0038-8	Cone
C2 S4	B-12-3163-0033-9	Chuck, Unwind
C2 S4	D 12 0100 0000 0	Linear Bearing, .75 bore, 1.25 OD 1.625 lg
C2 S4	12-2955-0762-3	Ret. Ring int. for 1.25 ID Housing
Compensating Shaft Pa	arts	
C2 S4	12-2955-0763-1	Oil Seal 1.25 housing x .750 shaft x; .25 wide Type 48; Nitrile
C2 S4	A-12-3163-0041-2	Bumper 3/4 ID 1-1/2 OD X .093 thick
C2 S4	7. 12 0100 0041 2	Bushing QD Type SHX 1
C2 S4	12-2955-0036-2	Aluminum bumper 3/4" bore X 1 1/2"OD

Unwind Spindle Assembly			
C2 S5	12-2955-0764-9		QD Bushing JA x 3/4" bore Linear Bearing JA x 3/4" bore; Super Ball Bearing, Pillow Block
C2 S5	12-2955-0753-2		Stepper Motor, High Torque
C2 S5	A-12-3163-0075-0		Pulley for Stepper Motor
C2 S5	12-2955-0820-9		Stepper motor belt
C2 S5	A12-3163-0076-8		Pulley for Differential
C2 S5			Unwind Brake w/lo-co linings
Electrocraft Stepper Upgrades			
C2 S6 C2 S6	T.	,	Assembled Electrocraft Conversion Kit (schematic) Electrocraft Stepper Motor TPP23-150A30-1100-X
C2 S6			Heat Sink Electrocraft HA3008
C2 S6			Electrocraft SA4505 Stepper Motor Drive
C2 S6			Electrocraft Patch Cable CA8005/Breakout Board WA2509
C2 S6			Assembly Parts for Magnacraft MA4-2 Upgrades
C2 S7			Stepper motor controller 430- pto Stepper Motor Upgrade
C2 S7			Assembly
Rewind Spindle			
C3-S3	12-2955-0756-5		Bearing Radial Ball, .750 bore, ground
C3 S3	12-2955-0757-3		Collar, Clamp 1-15/16 bore, 1 piece, steel
C3 S3	B-12-3163-0066-9		3" Rewind Chuck (.750 bore and .187 keyway)
C3 S3			Rewind Clutch Bushing 8026
C3 S3	A-12-3163-0116-2		Sprocket 2.500 + .002 Bore (4) holes; 3" Dia BC
C3 S3			Rewind Clutch, PILOT MOUNT Penlacement brake pad for
C3 S3			Replacement brake pad for rewind clutch
C3 S4	A-12-3163-0115-4		Hub, Rewind Backup
C3 S4			Tilt Lock Replacement Springs Tilt Lock Chuck Replacement blade
C3 S4			Tilt Lock Chuck Replacement band
C3 S4	2	27910	Tilt Lock Chuck replacement screws

		Tilt Lock Chuck replacement
C3 S4		cavity insert
Pitch Sensor		
C3 S4		KT5W-2N1116
C3 S4		KT5G-2N1112
C3-S5		Fiber Optic Cable  Measuring Wheel I Foot w/ O- ring
C3-S5		O-rings Encoder,725 I Accu- coder,3000 pulses Long Plate
C3-S5		System
C3-S5		Encoder, 725 I Accu-coder, 6000 pulses
C3-S5		Encoder Cable 20Ft, Encoder Prod. Co.
C3-S6	12-2955-0748-2	Stepper Motor Controller
C3-S6		Slo-Syn 430 T
C3-S6		Slo-Syn 430-TH
C3-S6		CAPACITOR FOR 430-TH
C3-S6	12-2955-0749-1	Stepper Motor Controller
C3-S6		Slo-Syn 430 PT
C3 S7	12-3163-0090-9	Wear plate top exit
C3 S7		Steering table wear bar screws 10-32x1/2fhscs
C3 S7		Infeed wear plate screws 10- 24x1/2 fhscs App. Wearplate screws 1/4-2-
C3 S7		x5/8 fhscs
C4 S1		Sprocket 35SH80
C4 S1		Sprocket 35SH84
C4 S2		Sprocket 35SH70
C4 S2		Sprocket 35SH72
C4 S2	12-2955-0752-4	Sprocket, Roller Chain, No. 35, 3/8 pitch, 1/2" bore
C4 S2	12-2955-0823-3	Sprocket, Roller Chain, No. 35, 3/8
C4 S2	12-2955-0824-1	Sprocket, Roller Chain, No. 35, 3/8 pitch, 1/2" bore Sprocket, Roller Chain, No.
C4 S2	12-2955-0754-0	35, 3/8 pitch, 1/2" bore  Baricade board laminator
C4 S3		rubber roller
C4 S3	12-3163-0103-0	Rubber roller shell
C4 S5		Unwind air chuck (large)
C4 S4		Rewind air chuck (small)
C4-S5		Air chuck inflation tool
C4-S5		Air chuck inflation tool holder

Steering Table Assembly		
C4-S6	B-12-3163-0035-4	Compensating Shaft Assembly
C4-S6		Compensating Shaft Assembly
C4-S6		Unwind housing C12-3163- 0034-7
C4-S6		Rewind housing C12-3163- 0064-4
C4-S7	B-12-2955-0651-8	Slide Rail /Rod
C4-S7	12-2955-0663-3	Linear Bearing
C4-S7	12-2955-0657-5	Fixed Slide
C4-S7	12-2955-0658-3	Roller
C4-S7	12-2955-0662-5	Shaft Arm
C4-S7	12-2955-0667-4	Bearing Base
C4-S7	12-2955-0670-8	Mounting angles / steering table L brackets
C4-S7	12-2955-0272-3	Stand base // Steering Table Feet
C4 S8	12-2955-0665-8	Handle
C4 S8	12-2955-0656-7	Free Slide
C4 S8	12-2955-0653-4	Modified Threaded Shaft
C4 S8	12-2955-0664-1	Spacers
C4 S8	12-2955-0652-6	Delrin Nut
C4 S8	12-2955-0666-6	Nut 'Tee Nuts'
C4 S8	12-2955-0669-0	Arm Drag
C4 S8	12-2955-0655-9	Lead Screw Bearing Mount
C4 S9	12-2955-0654-2	Bearing Spacers
C4 S9		Helicoil Inserts 1185-4CN
C4 S9		Lee Spring LE-069F-8S
C4 S9	12-2955-0659-1	Outer Shaft
C4 S9		Grip Ring //C-Clip
C4 S9	12-2955-0661-7	Slide Pad
C4 S9	12-2955-0660-9	Upper Shaft
C4 S9		Steering table knobs
Applicator Electrical		
C5 S2	12-2955-0815-9	DC Motor Controller KBIC 120
C5 S2	12-2955-0814-2	DC Motor Controller SC 9861 HeatSink
C5 S2		Plug in Resistor .026 ohms
C5 S2	12-2955-0859-7	UL Filler Module
C5 S2	12-2955-0751-6	Power Supply HE24 7.2 Amp
C5 S2		B5 Module
C5 S3	12-2955-0722-7	Power Supply 5 VAC @ 1.2 Amps

Power Supply 15 VAC @ 1.5 Amps  B4-6 Logic Module  Chassis Control W/Relay
Chassis Control W/Relay
Posistor Coromio 10ohm
Resistor, Ceramic 10ohm- 25watt
Mighty Module Isolator: 0-10 VDC in/out
Socket for Mighty Module
Surge Protector
AB Potentiometer 5K
1 turn 5 K Potentiometer
Diodes
High Speed Counter
High Speed Counter
High Speed Counter
CPU Batteries
Cable connectors for high spped counters
CPU GE FANUC /SERIES 1 (NO CHIP)
CPU PLC DIRECT DL340 (NO CHIP)
CPU Siemens
CPU PLC Direct
CPU GE Fanuc w/RAM (W/SENSORS)
· ·
CPU GE Fanuc w/RAM (NO
SENSORS)
CPU Series W/1K RAM GE FANUC 115 VAC Output 8 Bit
PLC DIRECT 120 Volt Output
GE FANUC 24VDC Input 16 Bit
UV Eraser
Prom Writer Unit
24 VDC Output 16 Bit
Filter #A-FLT44
Fan #A-4AXFN
Fan #A-6AXFN
Louver kits 4 & 6
CPU RACK W/ HI CAP P/S
802T AP Oil tight limit switch
Ser H
Ser H 10250T 24111-2 Roto Push

C6 S1		10250T2 Contact Block
C6 S1		PUSH PULL switch
00.04		PUSH PULL switch 3
C6 S1		position
C6 S2		Push Button "Red"
C6 S2	12-2955-0802-7	Pilot light
C6 S2	12-2995-0842-3	ILL. Pushbutton Lens Amber
C6 S2	12-2995-0846-4	ILL. Pushbutton Lens Green
C6 S2		Nylon Extension Operating Lever - limit switch arm
		Sick Optic Cable KD5-SIM12
C6 S3		10
C6 S3	12-2955-0807-6	Ultrasonic Controller and Sensor
C6 S4	12-2955-0808-4	RED LION Counter
C6 S4	12-2955-0809-2	Batteries (Pack of 2)
C6 S4	12-2955-0795-3	Pilot light Ser T
C6 S4	12-2955-0801-9	White Lens for Push Button
C6 S4		PB Guard
C6 S4		4 Digit THUMBWHEEL Assy.
C6 S4	12-2955-0812-6	5 Digit display
C6 S5	12-2955-0793-8	2 Position Selector Switch
C6 S5		KT5-P1112 Sick Optic Sensor
C6 S5		KT5W 2P1116
C6 S5		KT5W 2B1116 (TX ERF)
C6 S5		MA4-2 EID3718900
C6 S5		Base, RS8 EID-3762500
C6 S6	12-2955-0788-8	Sensor End of Metal 30866
C6 S6	12-2955-0789-6	Sensor End of Sheeting 33413
C6 S6	12-2955-0792-0	Sensor Cable 26850
C6 S6	12-2955-0790-4	Bracket 33200
C6 S6	12-2955-0791-2	Bracket 32635
00.07	40 0055 0040 7	Edge Card Connector SKBD
C6 S7	12-2955-0816-7	1 Poles MT
C6 S7	12-2955-0818-3	Edge Card Rail Clip sets Switcher Boards-Custom
C6 S7	12-2955-0144-4	Boards
C6 S7		APPLICATOR UPGRADE TO SICK SENSOR KIT
		Ultrasonic Range Finder
C6 S9	12-2955-0807-6	Controller
Electronic Roll Feed El	ectrical	Dood Creitale Access Military
C6 S8		Reed Switch Assy. With cable
C6 S8		Reed Switches Extra / Misc. Reed switch mounting
C6 S8		brackets (alum)
		·

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C6 S8		Promimity sensor cable
C6 S8		Proximity sensor
		Boost Buck transformerT-1-
C7 S1	12-2995-0826-6	81052
C7 S1		Contact Block 10250T1
C7 S2	12-2995-0833-2	Apex Resolver Cable 605 MO 25'
C7 S2		Apex Motor cable 605 MO 25
C7 S2		RS 232 Cable to Maple OIT
3M Gemini ERF Assembly		
C14-S4	_	WITTENSTEIN GEAR BOX
C14-S4		Utsch tunnel Bracket materials
044.05		GEMINI 15' RESOLVER
C14-S5		CABLE
C14-S5		GEMINI 15' MOTOR CABLE WITTENSTEIN SHAFT
C14-S5		COUPLING
51, 55		WITTENSTEIN TO CWP
C14-S5		ADAPTOR PLATE
C14-S6		10' MOTOR CABLE
C14-S6		10' RESOLVER CABLE
C14-S6		GEMINI SERVO Motor
C14-S7		24 VOLT POWER SUPPLY
C14-S7		OIT INTERFACE CABLE
C14-S7		10 AMP LINE FILTER
C14-S7		Breakout Module with cable
C14-S8		GEMINI GV6K DRIVE
C14-S8		Power and Resolver calbes for gemini to Apex (set)

### RIDER F

#### SHEETING CONTRACTED PRICES

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
188PE	3M Company	GRPH W/ Vacation Land	GRPH W/ Vacation Land 12-1/32in x 300yds	RL	\$1,105.37	30
188VE	3M Company	GRPH W/O Vacation Land	GRPH W/O Vacation Land 12-1/32in x 300yds	RL	\$1,105.37	30
C1804E	3M Company	VETERANS PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1805E	3M Company	MAINE FIRE FIGHTERS PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1806E	3M Company	MAINE PURPLE HEART PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1808E	3M Company	LOBSTER PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1809E	3M Company	BLACK BEAR PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1810E	3M Company	Wabanaki Sheeting	12-1/32in x 300yds	RL	\$2,319.47	30
C1811E	3M Company	AGRICULTURE PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1812	3M Company	AGRICULTURE/COMMERCIAL PLATE 4 COLOR	12-1/32in x 300yds	RL	\$2,319.47	30
C1813E	3M Company	WE SUPPORT OUR TROOPS	12-1/32in x 300yds	RL	\$2,319.47	30
C1814E	3M Company	MAINE SPORTSMAN PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1815E	3M Company	BREAST CANCER PLATE	12 - 1/32 X 300 YDS	RL	\$2,319.47	30
C1816E	3M Company	ANIMAL WELFARE PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1817E	3M Company	UNIVERSITY OF MAINE PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1818E	3M Company	Gold Star Family, Gold Background	12-1/32in x 300yds	RL	\$2,319.47	30
C1820E	3M Company	Acadian Plate	12-1/32in x 300yds	RL	\$2,319.47	30
C1821E	3M Company	LOON PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1822E	3M Company	ME Naval Centennial	12-1/32in x 300yds	RL	\$2,319.47	30
C1823E	3M Company	Gold Star Next of Kin Plate	12-1/32in x 300yds	RL	\$2,319.47	30
C1824E	3M Company	Maine Bicentennial	12-1/32in x 300yds	RL	\$2,319.47	30
C1825E	3M Company	Maine Dealer Plate	12-1/32in x 300yds	RL	\$2,319.47	30
C1826E	3M Company	ME DEALER M/C PLATE	7INX300YD	RL	\$927.85	30
C1827E	3M Company	ME DISABLED VET PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1828E	3M Company	ME EMS PLATE	12-1/32in x 300yds	RL	\$2,319.47	30
C1829E	3M Company	ME Barbara Bush Children's Hospital	12-1/32in x 300yds	RL	\$2,319.47	30
C1830E	3M Company	VETERANS PLATE 2018 Redesign	4-color	RL	\$2,319.47	30
C1831E	3M Company	VETERANS PLATE 2019 Motorcycle	7in x 200yds	RL	\$618.57	30
MEE84770A	3M Company	White Sheeting order	White Passenger 12-1/32in x 300yds	RL	\$974.14	30
TBD1	3M Company	5 color (1-40 300 yd rolls)	5 color, 300 yd rolls, 40 Roll minimum initial order, 10 roll minimum for subsequent orders	RL	\$1,381.71	30
TBD2	3M Company	6 color (1-40 300 yd rolls)	6 color, 300 yd rolls, 40 Roll minimum initial order, 10 roll minimum for subsequent orders	RL	\$1,727.14	30
MEE94770A	3M Company	White Motorcycle	White Motorcycle 7in x 200yds	RL	\$377.85	30
MEE84772A	3M Company	Red Motorcycle	Red Motorcycle 7in x 200yds, 2 Roll minimum order	RL	\$618.57	30

## Specialty Plate Sheeting @ \$2.571 sq ft

Specialty Plate Sheeting MC (7in x 300 yard roll) @ \$2.571 sq. ft. / \$927.85 roll Specialty Plate Sheeting MC (7in x 200 yard roll) @ \$2.571 sq ft / \$618.57 roll

## Long Run Graphic Sheeting\*

4C LRG @ \$1.225 sq ft for Passenger 300 yard roll

5C LRG @ \$1381.71 roll for Passenger 300 yard roll

6C LRG @ \$1727.14 for Passenger 300 yard roll

## **Color Sheeting**

Red motorcycle sheeting @ \$618.57 (2 roll minimum)

<sup>\*</sup> Minimum order requirement for new long run graphic plates is 40 rolls and a minimum of 10 rolls for subsequent orders.

<sup>\*</sup>Graphic design service available at no charge for new designs, however for new LRGs, there is a \$3,000 fee per color for cylinder engraving.

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**RIDER G** 

# IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

	ase identify the country in which the services purchased through this contract will be ormed:
1	☑ United States. Please identify state: Maine
ı	□ Other. Please identify country: Enter Country

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

### RIDER H

#### **VENDOR COVER PAGE & DEBARMENT FORM**

Bidder's Organization Name: 3м сотрапу				
Chief Executive - Name/Title: Mike Roman, Chief Executive Officer				
Tel: 1-800-553-1380	Fax: 1-800-591-9293	E-mail: contractmanagementteam@mmm.c		
Headquarters Street Address: 3M Ce	Headquarters Street Address: 3M Center, General Offices			
Headquarters City/State/Zip: Saint	Paul, MN 55144-1000			
(provide information requested belov	v if different from above)			
Lead Point of Contact for Bid - Name,	/Title: Joy Stahosky			
Tel: 651-737-4471	Fax: 1-800-591-9293	E-mail: jlstahosky@mmm.com		
Street Address: <sup>3M</sup> Center, 225-4	N-14			
City/State/Zip: Saint Paul, MN 5	5144-1000			

## By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Maria Paraschou	Title: Proposal and Contract Manager
Authorized Signature:	Date: 1/5/2021
Maria Paraschou	
6AD23CB46D77413	

## **Debarment, Performance, and Non-Collusion Certification**

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- d. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- e. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - vii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - viii. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- f. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Maria Paraschou		Title: Proposal and Contract Manager
Authorized Signature:		Date: 1/5/2021
Maria Paraschou 6AD23CB46D77413		

#### RIDER I

#### **EQUIPMENT BAILMENT AGREEMENT**

This Equipment Bailment Agreement ("Agreement") is made as of January 1, 2021 (the "Effective Date"), between 3M Company, acting through its Traffic Safety Systems Division ("3M"), and the State of Maine Bureau of Motor Vehicles, with offices located at State House Station #29, Augusta ME ("Customer"). 3M and Customer are referred to collectively as "Parties" and individually as "Party."

- 1. <u>Equipment</u>. 3M will deliver to Customer the equipment described on Attachment One (the "Equipment") on a bailment basis, which Customer will use for the sole purpose of manufacturing license plates **and for no other purpose**. The Equipment will be delivered to Customer's United States location agreed to by the Parties, and, if Customer moves the Equipment from that Customer site, Customer may only move it within the United States as necessary to apply 3M Products. 3M may enter any Customer site or other site at which the Equipment is located to assess Customer's compliance with its obligations under this Agreement. 3M is the Equipment owner and the Equipment will remain 3M's personal property. Customer will not sell, loan or encumber the Equipment. Customer authorizes 3M to file any and all appropriate documentation (including UCC financing statements) without Customer's signature to acknowledge 3M's Equipment ownership.
- 2. <u>Term.</u> This Agreement's term begins on the Effective Date and continues until terminated as stated in this Section 2 ("Term"). This Agreement may be terminated by 3M at any time on not less than 30 days' notice to Customer. In addition, 3M may take possession of any or all Equipment or require that Customer ship any or all Equipment to a 3M-designated location: (a) with 30 days' notice to Customer; and (b) without notice, if 3M deems, in its discretion, that Customer has not performed all of its obligations under this Agreement or that this action is prudent to avoid or minimize Equipment damage or loss. On 3M's request, Customer will return the Equipment in good working condition, to the 3M-designated address in either the original shipping container or an alternate shipping container providing at least equivalent protection. Customer agrees to pay any legal and other expenses related to 3M's efforts to take Equipment possession or to repair Equipment that is not returned to 3M in the proper working order.
- 3. Equipment Requirements. Customer must meet all 3M requirements as to the Equipment's storage, operation, maintenance and shipment ("Requirements") which include: (a) maintaining the Equipment in good working condition as recommended in the manufacturer information and any user manual provided by 3M (the "Manual"); (b) keeping all 3M labels on Equipment; (c) making no Equipment modifications except with 3M's prior written consent in each instance; and (d) operating the Equipment in accordance with the applicable 3M Manual. If the Equipment is not operating properly, then Customer will discontinue using the Equipment, contact 3M, and await direction from 3M as to how to proceed. 3M will determine if any Equipment repairs are to be made and if 3M will supply Customer with Equipment service parts. Customer assumes complete responsibility for all risk of loss or damage to Equipment from any cause whatsoever from the date of its delivery to Customer until shipment to 3M.
- 4. No Warranty. 3M PROVIDES THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. Customer has determined, prior to entering into this Agreement, the Equipment's suitability for Customer's intended use and assumes all risk and liability in connection with this determination.
- 5. <u>Notices</u>. 3M notices under this Agreement will be given to Customer at its then-current email or fax number. Customer notices under this Agreement will be given to 3M Traffic Safety Systems Division, 3M Center, Building 225-4N-14 Saint Paul, MN, 55144-1000, Attention: John Riccardi.
- 6. Limitations of Liability. 3M IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, SPECIAL,

INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) IN ANY WAY RELATED TO EQUIPMENT, THIS AGREEMENT, OR THIS AGREEMENT'S TERMINATION. THIS LIMITATION APPLIES REGARDLESS OF LEGAL OR EQUITABLE THEORY ASSERTED.

7. General. This Agreement will be interpreted under the laws of the State of Maine without regard to its conflicts of laws provisions. Any litigation relating to the Equipment, this Agreement, or this Agreement's termination, must be brought in a federal and state court of (state) Maine and the Parties consent to those courts' personal jurisdiction. Customer may not assign any of its rights or obligations under this Agreement, including any subcontracting of any obligation or the sale of fifty percent or more of Customer's stock or assets, without 3M's prior written consent. This Agreement may be waived or modified only by a written document signed by the Parties' authorized representatives. Any Party's failure or delay in exercising any right or remedy once or more will not waive that Party's right subsequently to require strict performance. This Agreement constitutes the entire agreement between the Parties with respect to the Equipment and terminates all the Parties' prior written or oral agreements as to this subject matter. All this Agreement's provisions including, without limitation, those relating to warranty, indemnification, and limitation of liability, will survive the Term's end and be fully enforceable thereafter to the full extent necessary to protect the Party in whose favor they run.

Accepted and Agreed by:

3M Company

DocuSigned by:

Maria Paraschou

-6AD23CB46D77413...

Date: 1/5/2021 Maria Paraschou, Proposal and Contract Manager

and

State of Maine, Bureau of Motor Vehicles

DocuSigned by:

David Lachance

David Lachance, Director of Administrative Services

Date: 1/5/2021

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## ATTACHMENT ONE

## **EQUIPMENT BAILMENT AGREEMENT**

# **Equipment List**

Asset Description	Serial Number	Asset Tag Number
16" Applicator (Includes the Ultrasonic sensor that controls the speed of the 3M applicator. It is mounted between the applicator and the roll feed.)	553	724713
ERF Registration System	630	883775
Steering Table	730	737136
Wash Tank		891171